

Memorandum of Agreement
Between
National Science Foundation
And
National Oceanic and Atmospheric Administration

**Regarding Cooperation in Development and Support of Research,
Facilities, and Education Activities**

1. Purpose

The National Science Foundation (NSF) and the National Oceanic and Atmospheric Administration (NOAA) (hereafter “the Parties”) share interests and complementary responsibilities for the support of research, operation of research facilities and science education within the United States and throughout the world.

2. Intent of Parties

The purpose of this Memorandum of Agreement (MOA) is to encourage and support interaction among the NSF and NOAA personnel and the sharing of information about project activities and areas of mutual interest. This MOA is intended to provide a structure through which the NSF and NOAA personnel can coordinate the development and support of research activities and facilities.

3. Authorities

This MOA is authorized by the NSF Act of 1950 as amended, 42 U.S.C. 1861 et seq. and by the authority vested in NOAA by the Reorganization Plan No. 4 of 1970. 5 U.S.C.

4. General Provisions

This MOA outlines areas of mutual interest and the general guidelines for interaction. It is not intended to cover all areas of mutual interest. The areas covered by this agreement may include coordination of specific project, programs, and facilities. The specific coordination may include research and education activities, observing facilities and instrumentation, and data and cyberinfrastructure.

Anticipated topics include but are not limited to the following:

- Partnering on climate science with a focus on accelerating the transition from research to operations
- Partnering on climate services with a focus on understanding how to increase wildfire, drought, flooding, extreme heat, and coastal resilience through social and behavioral science; and on facilitating economic growth in the new blue economy.
- Collaborating on increasing diversity in STEM education programs.
- Collaborate with NSF's AI institutes on artificial intelligence, machine learning and data science approaches to support workforce training, automate stewardship, develop trustworthy and responsible AI systems, and Cloud optimized AI and analysis ready datasets.

5. Projects and Activities

Specific projects or activities between the Parties must be detailed in writing such as through an MOA interagency agreement, management plan, or other documentation appropriate to the nature of the activity and the agencies' requirements and signed at the NSF Assistant Director level and the NOAA Assistant Secretary level or higher.

NOAA and NSF will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

6. Duration of Agreement

This MOA shall remain in effect for 5 years from the date of the last signature to this MOA, unless terminated earlier by the Parties. Subject to the written approval of the NSF and the NOAA, this MOA may be renewed and/or modified.

7. Termination of Agreement

This MOA can be terminated with 90 days' advance written notice of termination by either Party or sooner by mutual written consent of the Parties.

8. Modification Provisions

This MOA can be modified at any time by mutual written agreement of the Parties.

9. Resolution of Disagreements

Should disagreement arise under this agreement, or amendments and/or revisions thereto, that cannot be resolved at the Division Director and/or Deputy Assistant Administrator level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party at the Assistant Director and/or Assistant Administrator or equivalent level for consideration.

10. Effect of Agreement

This MOA in no way restricts the NSF or NOAA from participating in similar activities or arrangements with other entities.

This MOA is strictly for internal management purposes of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOA is neither a fiscal nor a funds obligation document. Nothing in this MOA authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOA may be construed to obligate NSF or NOAA to any current or future expenditure of resources in advance of the availability of appropriation. Nor does this MOA obligate NSF or NOAA to spend funds on any particular project or purpose, even if funds are available.

11. Administrative Points of Contact

Administration of this MOU and coordination of subsequent NSF-NOAA agreements for activities identified in this MOU will be the responsibility of the individuals below:

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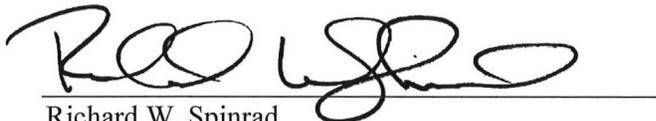
APPROVED:



Sethuraman Panchanathan
Director
National Science Foundation

2/1/2022

Date



Richard W. Spinrad
Administrator
National Oceanic and Atmospheric Administration

2/01/22

Date